

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of

Oliver T. Rigney, Jr.,  
Debtor

Bank of America, N.A., its assignees and/or  
successors in interest,  
Movant

vs.

Oliver T. Rigney, Jr.,  
Respondent  
William C. Miller,  
Trustee.

CHAPTER 13

CASE NO. 16-14371-jkf

**HEARING DATE:** 07/19/17

**HEARING TIME:** 9:30 A.M.

**LOCATION:**

U.S. Bankruptcy Court  
Robert N.C. Nix Federal Courthouse  
Courtroom No 3  
900 Market Street  
Philadelphia, PA 19107

**CONSENT ORDER RE MOTION FOR RELIEF**

IT IS HEREBY CONSENTED by and between Movant, Bank of America, N.A., its assignees and/or successors in interest, through its retained counsel, Jason Brett Schwartz, Esquire, and Debtor Oliver T. Rigney, Jr., through his counsel, John L. McClain, Esquire, and William C. Miller, Chapter 13 Trustee, as follows:

1. Debtor shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as **30 Springton Road, Upper Darby, Pennsylvania 19082**, in a timely fashion, commencing with the August 1, 2017 payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

2. Debtor shall pay off arrearages in the total amount of \$11,194.26, representing the July 2016 through December 2016 monthly payments at \$769.90 each, the January 2017 through July 2017 monthly payments at \$791.98 each, plus attorneys' fees and costs of \$1,031.00. Said arrearages shall be paid in monthly installments of \$932.86 each, commencing July 15, 2017, and continuing on the 15<sup>th</sup> day of each month thereafter until May 15, 2018, with the balance of \$932.80 to be paid on or before June 15, 2018.

3. In the event Debtor fails to timely and properly comply with the payments set forth in Paragraph 1 or 2 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, Movant may mail a Letter of Default to Debtor and Debtor's counsel. Debtor shall have fifteen (15) days from the date of mailing of said Letter within which to cure the existing breach. If Debtor fails to do so, then on the sixteenth (16<sup>th</sup>) day, Movant shall serve and lodge a Certification of Default along with a final Order for Relief from the Automatic Stay. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

4. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

5. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

6. Debtors and Movant hereby acknowledge that except as modified by this Consent

Order, all terms, conditions, rights and remedies contained in the loan documents shall remain in full force and effect and continue to remain valid and enforceable. Debtor further acknowledges and agrees that this consent order is a supplement in addition to the loan documents and not in lieu thereof.

7. The parties agree that a signature transmitted electronically or by facsimile shall be accorded the same force and effect, and may be submitted to the Court. Any amendments to this consent order must be in writing signed by both the Debtors and the Movant or their respective counsel.

Dated: 7/13/17

Respectfully submitted,

MESTER & SCHWARTZ, P.C.

/s/ Jason Brett Schwartz

Jason Brett Schwartz, Esquire

Retained Counsel for Movant

1333 Race Street

Philadelphia, PA 19107

Telephone (267) 909-9036

Facsimile (215) 665-1393

E-Mail: [jschwartz@mesterschwartz.com](mailto:jschwartz@mesterschwartz.com)

FHAC.241-2358.NF

Dated: 7-13-17

JOHN L. McCLAIN AND ASSOCIATES

Mitchell J. Prince  
John L. McClain, Esquire

Counsel for Debtor

P.O. Box 123

Narberth, PA 19072-0123

Telephone (215) 893-9357

Facsimile (888) 857-1967

Email: [aaamccclain@aol.com](mailto:aaamccclain@aol.com)

Dated: \_\_\_\_\_

\_\_\_\_\_  
William C. Miller, Esquire  
Chapter 13 Trustee  
1234 Market Street, Suite 1813  
Philadelphia, PA 19107  
Telephone (215) 627-1377

**IT IS SO ORDERED**

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HON. JEAN K. FITZSIMON  
BANKRUPTCY JUDGE